DOCUMENT RESUME

ED 037 333 HE 005 136

TITLE	Agreement Between the State of New York and the Senate Professional Association.
INSTITUTION	State Univ. of New York, Albany.
PUB DATE	1 Jul 71
NOTE	28p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	Academic Freedom; Collective Bargaining; *Collective Negotiation; Grievance Procedures; *Higher Education; Leave of Absence; *Negotiation Agreements; *Teacher Salaries; *Teaching Benefits
IDENTIFIERS	*State University of New York

ABSTRACT

Presented in this document is the agreement between the state of New York and the Senate Professional Association of the State University of New York for the period from July 1, 1971 through June 30, 1974. The articles of the agreement include academic freedom, grievance procedures, salary schedules, benefits, appointments, leaves of absence, holidays, and personal rights and responsibilities. The appendices include the public employment relations board, and the certification of the representative and order to negotiate. (PG)

ED 087333

State U of NY.
NEA/AFT 2 year

Agreement

between

The State of New York

and

The Senate Professional Association

SPA

HE 005 136

U S DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRO
DUCED EXACTLY AS RECEIVED FROM
THE PERSON OR ORGANIZATION ORIGIN
ATING IT. POINTS OF VIEW OR OPINIONS
STATED DO NOT NECESSARILY REPRE
SENT OFFICIAL NATIONAL INSTITUTE OF
EDUCATION POSITION OR POLICY

TABLE OF CONTENTS

PREAMBLE 1

AGREEMENT 2

ARTICLE I

Academic Freedom 2

ARTICLE II

Recognition 2

ARTICLE III

Definitions 3

ARTICLE IV

Exclusive Negotiations 4

ARTICLE V

Changes in Current Policies 5

ARTICLE VI

Benefits Preserved 4

ARTICLE VII

Unchallenged Status 4

ARTICLE VIII

Grievance Procedure 5
A. Purpose 5
B. Definitions 5

C. Representation 5
D. Requirements for Filing a Grievance 6
E. Procedure 6
F. Procedures Applicable to Grievance Review 7
G. Procedures Applicable to Arbitration 7

ARTICLE IX

Consultation 10

ARTICLE X

Lists 11

ARTICLE XI

No Discrimination 11

ARTICLE XII

Equal Employment 12

ARTICLE XIII

Released Time for Negotiations and Grievance 12

ARTICLE XIV

Meeting Facilities 12

ARTICLE XV

Employee Organization Leave 13
A. SPA Meetings 13
B. Implementation of Agreement 13
C. Meetings With State 13
D. President's Leave 13
E. General 14

ARTICLE XVI

Information and Data 14

ARTICLE XVII

Payroll Deduction 14

ARTICLE XVIII

Board of Trustees Meetings 15

ARTICLE XIX

Direct Compensation 15
A. Salaries 15
B. Reopener for Basic Annual Salary 16

ARTICLE XX

Medical and Dental Salary Review 16

ARTICLE XXI

Dental and Health Insurance 17

ARTICLE XXII

Death Benefits 18

ARTICLE XXIII

Personal Rights and Responsibilities Protected 19

ARTICLE XXIV

Individual Appointments 19

ARTICLE XXV

Leaves 19
A. Definitions 19
B. Vacation Leave: Calendar Year Employees 19
1. Accrual of Vacation Credit 19
2. Accumulation 19
3. Use of Vacation Leave Credit 20
4. Charges 20
C. Vacation Leave: Academic Year Employees 20
D. Sick Leave 20
1. Accruals and Accumulation 20
2. Other Sick Leave Credit 21
3. Authorization by Chief Administrative Officer 21
4. Sick Leave Without Salary 21
5. Authorization by Board of Trustees 21
6. Charges 21
7. Substitute Services 21
8. Reporting Sick Leave 22
E. Maternity Leave 22
1. Report 22
2. Leave 22
3. Extension 22
4. Sick Leave 22
5. Vacation Leave 22
F. Other Leaves 22
1. Approval 22
2. Application 23
G. Disability Leaves 23
H. Limitations 23

ARTICLE XXVI

Sabbatical Leave 23

ARTICLE XXVII

Holidays 24

ARTICLE XXVIII

Transfer Rights 24

ARTICLE XXIX

Notice of Non-Renewal 25

ARTICLE XXX

National and State Professional Meetings 25

ARTICLE XXXI

Jury Duty 25

ARTICLE XXXII

Personnel Files 26

ARTICLE XXXIII

Development of an Evaluation System for Professionals 27

ARTICLE XXXIV

Development of a Career Promotional Plan for Professionals 28

ARTICLE XXXV

Termination for Cause 28

ARTICLE XXXVI

Medical Assistance 32

ARTICLE XXXVII

Retrenchment 32

ARTICLE XXXVIII

Health Sciences Centers 33

ARTICLE XXXIX

Local Campus Participation 34

ARTICLE XL

Mail Distribution 36

ARTICLE XLI

Bulletin Boards 36

ARTICLE XLII

Campus Faculty Handbook 36

ARTICLE XLIII

Agency Shop 37

ARTICLE XLIV

Savings Clause 37

ARTICLE XLV

Copies of Agreement 38

ARTICLE XLVI

Management Rights 38

ARTICLE XLVII

Conclusion of Collective Negotiations 38

ARTICLE XLVIII

Legislative Action 39

ARTICLE XLIX

Duration 39

THE STATE OF NEW YORK

– and –

THE SENATE PROFESSIONAL ASSOCIATION

PREAMBLE

The State University of New York exists for the common good of the people of this State and nation. The common good depends upon, among other factors, the free search for truth and its free exposition and calls for the greatest responsibility on the part of all persons connected with the University. The State and SPA recognize that the goals and the functions of the University make it a unique and fragile institution. They further recognize that the attainment of these goals rests on the successful discharge by the employees of their professional responsibilities. The fulfillment of these responsibilities requires both the dedication of the staff and the provision of adequate resources and support.

The provision of conditions within the University for the attainment of these goals has been aided by such documents as the American Association of University Professors 1940 Statement on Academic Freedom and Tenure, subsequent AAUP statements on governance, ethics, extramural utterances and other matters and historic precedents in law and in common practice. The State and SPA commit themselves to the extension and implementation of the necessary principles embodied in these documents and precedents for all members of the University professional staff.

Further, the parties recognize the responsibility to accommodate the variations in character of individual campuses of the University by providing for the direct participation of academic and professional staff on each campus in governance and decision-making.

SPA recognizes the shared responsibility of the Board of Trustees, the Chancellor and the academic and professional

staff of the University for the development and governance of a viable University. Simultaneously, it accepts the obligation to be constructively helpful in defining the dynamic character of the State University of New York to meet the demands of an ever-changing society.

AGREEMENT entered into this 31st day of August, 1971 by and between the Executive Branch of the State of New York (the "State") and The Senate Professional Association affiliated with the New York State Teachers Association which is affiliated with the National Education Association ("SPA").

ARTICLE I

ACADEMIC FREEDOM

A. It is the policy of the University to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen, every employee has the same freedoms as other citizens. However, in his extramural utterances he has an obligation to indicate that he is not an institutional spokesman.

ARTICLE II

RECOGNITION

A. The State, pursuant to the certification of the Public Employment Relations Board, a copy of which is attached hereto as Appendix A and incorporated here by reference as a part of this Agreement, hereby recognizes SPA as the exclusive

representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for employees serving in positions in the Professional Services Negotiating Unit in the State University of New York as certified by the Public Employment Relations Board.

B. The State shall give prior notice, and a reasonable opportunity for discussion, to SPA, of a proposed management, confidential or negotiating unit designation of a new title or a change in the designation of an existing title. In the event of disagreement, the question of such designation shall be referred to the Public Employment Relations Board for resolution.

ARTICLE III

DEFINITIONS

A. For the purposes of this Agreement the following terms shall be defined as provided by this Section.

1. "University" shall mean State University of New York.

2. "Employee(s)" shall mean a person(s) serving in a position(s) in the Professional Services Negotiating Unit.

3. "Academic employee" shall mean an employee serving in a position of academic rank or qualified academic rank.

4. "Professional" or "professional employee" shall mean an employee other than an academic employee.

5. "Campus President" shall mean the chief administrative officer of a campus whether called a president, dean, provost, director or otherwise.

6. "Campus" shall mean a State-operated institution of the University including those which may be established during the term of this Agreement. The central office of the University shall be deemed a "campus."

7. "Policies" shall mean the Policies of the Board of Trustees of the University.

ARTICLE IV

EXCLUSIVE NEGOTIATIONS

A. The State will not negotiate with any other employee organization concerning the terms and conditions of employment under the Public Employees' Fair Employment Act, as amended, of employees in the Professional Services Negotiating Unit.

ARTICLE V

CHANGES IN CURRENT POLICIES

A. The State of New York agrees to effect any changes in current Policies or campus by-laws which are in conflict with this Agreement and in the event of any inconsistency or conflict of Policies or campus by-laws the provisions of this Agreement shall apply.

ARTICLE VI

BENEFITS PRESERVED

A. With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to SPA, and when appropriate, without negotiations with SPA. Negotiations as used in this section shall not be deemed a reopener to which Section 209 of the Civil Service Law shall be applicable.

ARTICLE VII

UNCHALLENGED STATUS

A. SPA shall have unchallenged representation status for the term of this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances. The orderly processes hereinafter set forth shall be the sole method for the resolution of grievances. The State, SPA and employees shall endeavor initially to resolve grievances informally when feasible.

B. Definition

A grievance is any dispute between an employee or SPA and the State over terms and conditions of employment except those disputes to which Article XXXV (Termination for Cause) is applicable.

The term grievance shall also be deemed to mean a claimed failure by the State to follow the procedural steps provided by Articles of the Policies relating to appointment of academic and professional employees or relating to promotion of academic employees (hereinafter referred to as "Policy Articles").

C. Representation

SPA shall have the exclusive right to represent any employee at any step of this grievance procedure, provided, however, that an individual employee may, upon notice to SPA, initiate and represent himself in processing his own individual grievance at Steps 1 and 2; provided further, however, no resolution of an individually processed grievance shall be inconsistent with this Agreement and for this purpose SPA shall receive prior notice, and a reasonable opportunity to be heard, on the resolution of any grievance so processed at Steps 1 and 2.

SPA shall have the right, but not the obligation, to file initially a grievance which directly involves employees at more than one campus at Step 2.

D. Requirements for Filing a Grievance

A grievance must be submitted in writing and shall contain a clear and concise statement of the facts surrounding the grievance, the provision, if any, of this Agreement or the Policy Articles involved, the relief requested, and whether the employee attempted an informal adjustment of the grievance and, if so, with whom.

A grievance must be filed within 45 days of the date following the act or omission giving rise thereto, or the date on which the employee first knew or reasonably should have known of such act or omission, whichever date is later.

E. Procedure

STEP 1. A grievance shall be filed at STEP 1 with the Campus President or his designee. The grievant may be required to meet with his department or division chairman, Dean or other appropriate administrator in an effort to settle the grievance informally. The Campus President or his designee shall schedule a review within 1 week of the filing of the grievance. A response in writing shall be issued within 1 week after the close of the review.

STEP 2. If the response at STEP 1 does not resolve the grievance, SPA or the grievant, as the case may be, may appeal the STEP 1 response by filing an appeal with the Chancellor or his designee within 2 weeks after receipt of the STEP 1 response. Such appeal shall be in writing and shall include a copy of the grievance submitted, the relief requested and the STEP 1 response. The Chancellor or his designee shall schedule a grievance review within 2 weeks after receipt of the appeal and shall issue a decision in writing to SPA and the grievant within 3 weeks after the close of the review. For the purpose of this Article, a grievance submitted by SPA initially at STEP 2 shall be deemed an appeal.

STEP 3. If the response at STEP 2 does not resolve the grievance, SPA, through its president or his designee, may appeal the STEP 2 response by filing an appeal with the Director of Employee Relations or his designee within 2 weeks

after receipt of the STEP 2 response. Such appeal shall be in writing and shall include a copy of the grievance, prior responses and appeals. The Director of Employee Relations or his designee shall schedule a grievance review within 2 weeks after receipt of the appeal and shall render a response in writing to SPA within 2 weeks after the close of the review.

STEP 4. If a response at STEP 3 does not resolve the grievance, SPA, through its president or his designee, may refer to arbitration any grievance concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement or a claimed failure to follow the procedure provided by Policy Articles by filing within 2 weeks after receipt of the STEP 3 response, with the Director of Employee Relations, a notice in writing of intent to proceed to arbitration.

F. Procedures Applicable to Grievance Review

A grievance review at STEP 1 shall be informal, but the grievant or SPA, as the case may be, shall fully present documentary evidence and witnesses in support of the claim. Witnesses presented may be questioned by any party. Reviews at STEPS 2 and 3 are intended primarily as reviews of the existing grievance file; however, additional documentary evidence and witnesses may be presented and questioned as at STEP 1.

G. Procedures Applicable to Arbitration

1. Selection of Arbitrators

a. The State and SPA shall meet as soon as feasible after the execution of this Agreement to seek agreement on an Arbitration Panel composed of 7 members.

b. Within 1 week of the receipt of a notice of intent to arbitrate, representatives of the State and SPA shall meet for the purpose of selecting the arbitrator from the Panel either by agreement or by striking one name from the list of the Arbitration Panel until one name remains. The right of first choice to strike from the list shall be determined by lot.

The parties may by agreement substitute another person for a member of the Panel.

2. Authority of Arbitrator

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement or Policy Articles. He shall confine his decision solely to the application and/or interpretation of this Agreement or whether the procedural steps provided by Policy Articles have been followed, as the case may be.

Where the provisions of Policy Articles call for the exercise of judgment, the arbitrator shall not substitute his judgment for that of the official making such judgment, but shall confine himself to a determination that the procedural steps specified by Policy Articles have or have not been followed. If the Arbitrator determines that such specified procedural steps have not been followed, he shall direct that the matter be reconsidered by the appropriate official in accordance with such specified procedural steps.

3. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the State, SPA and the employee involved to the extent permitted by and in accordance with applicable law and this Agreement.

4. Fees and Expenses

All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

5. Time and Place of Hearing

The arbitrator shall hold the hearing in Albany, unless otherwise agreed to by the parties, within 3 weeks of his acceptance of his selection and shall issue his decision within 30 days of the hearing unless additional time is agreed to by the parties.

6. Arbitrability

In the event a disagreement exists regarding the arbitrability of an issue which SPA seeks to submit to arbitration, the arbitrator shall have the authority initially to

determine whether or not the issue in dispute is arbitrable under the express terms of this Agreement. Once a determination that a dispute is arbitrable has been made, the arbitrator shall proceed to determine the merits of the dispute submitted to arbitration, but he shall not be precluded from hearing the merits prior to making his determination concerning arbitrability.

7. Time Limits

All of the time limits contained in this Article may be extended by mutual agreement of the parties. Upon failure of the State or its representatives to provide a response within the time limits provided herein, the grievant or SPA, as the case may be, may appeal to the next step.

8. Certified Mail

All appeals and answers beyond STEP 2 of this grievance procedure shall be by registered or certified mail.

9. Precedent

Grievances resolved at either STEPS 1, 2 or 3 shall not constitute a precedent in any arbitration proceeding unless such precedential effect is agreed to in writing by the Director of Employee Relations and SPA, acting through its president.

H. An employee who is not directly affiliated with a campus shall file his grievance with a reasonably appropriate campus.

I. The Board of Trustees of the University shall have the right in its judgment to change its Policies, including Policy Articles, from time to time hereafter, after consultation pursuant to Article XVIII (Board of Trustees Meetings) of this Agreement. Nothing contained in this Agreement or actions pursuant thereto shall be deemed a waiver by the State or SPA of their right to assert, at any time hereafter, that the subjects of Policy Articles may or may not be insisted upon during collective negotiations.

ARTICLE IX

CONSULTATION

A. Representatives of the Office of Employee Relations shall meet with SPA representatives at mutually agreed upon times to discuss matters of mutual concern. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

B. The Chancellor or his designee shall meet with SPA representatives twice each semester for the purpose of discussing matters of mutual concern, including those matters necessary to the implementation of this Agreement which are University-wide in nature. A written agenda shall be submitted by SPA to the Chancellor no less than 5 days before the scheduled date of the meeting. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda.

C. The Campus President or his designee shall meet with local SPA representatives once each month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement which are local in nature. A written agenda shall be submitted by SPA to the Campus President no less than 5 days before the scheduled date of the meeting. At the discretion of the Campus President, additional matters for discussion may be placed on the agenda.

D. Nothing contained herein shall prevent SPA from consulting with the Chancellor or his designee, or the Campus President or his designee, at times other than those set forth above if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE X

LISTS

A. The State shall provide SPA as soon as feasible after the execution of this Agreement and on a quarterly basis thereafter with a list of the names and addresses of record of employees in the negotiating unit.

B. The State shall include SPA on its mailing lists for distributions to all employees on a University-wide or campus-wide basis. SPA shall include the State on its mailing lists. Each party shall designate its address or addresses for these purposes.

C. SPA shall provide the State upon the execution of this Agreement, and thereafter as changes occur, with a list of the names, SPA titles and University titles of each of its statewide and chapter officers and executive committee members.

ARTICLE XI

NO DISCRIMINATION

A. The State agrees to continue its established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, sex, age or national origin.

B. SPA agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, sex, age or national origin.

C. The State agrees not to interfere with the rights of employees to become members of SPA. There shall be no discrimination, interference, restraint, or coercion by the State or any representative of the State against any employee because of membership in SPA or because of any employee activity permissible under the Taylor Law and this Agreement

in an official capacity on behalf of SPA, or for any other cause.

D. SPA recognizes its responsibility as negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion.

ARTICLE XII

EQUAL EMPLOYMENT

A. The State and SPA agree to cooperate in the implementation of University policy leading to the employment of fully qualified members of indigenous minority groups and women, consistent with the policy resolution adopted by the Board of Trustees on June 30, 1971, entitled "Equal Opportunity in the State University of New York".

ARTICLE XIII

RELEASED TIME FOR NEGOTIATIONS AND GRIEVANCE

A. Whenever any employee is scheduled to participate in conferences or meetings with a representative of the State or State University administration regarding negotiations or grievance procedures, he shall suffer no loss in pay. Such conferences or meetings shall be scheduled at times which will not unreasonably interfere with the operation of the University.

ARTICLE XIV

MEETING FACILITIES

A. SPA shall be allowed, upon appropriate advance notice

and where there is no conflict with other scheduled uses, to use campus meeting facilities. SPA shall meet any additional expense incurred in the furnishing of such space.

ARTICLE XV

EMPLOYEE ORGANIZATION LEAVE

A. SPA Meetings

1. Representative Council. SPA delegates, members of its Representative Council required by SPA by-laws at council meetings, and members of its standing committees shall be granted employee organization leave for 3 delegate meetings per year. Under special circumstances and upon advance request additional meetings may be granted by the Director of Employee Relations.

2. Executive Committee. Members of SPA's Executive Committee shall be granted employee organization leave for 8 Executive Committee meetings per year.

3. Standing Committees. Members of SPA's Standing Committees shall be granted employee organization leave for 4 meetings per standing committee per year.

B. **Implementation of Agreement.** The local campus SPA President and the local campus Grievance Chairman shall be granted, upon request, employee organization leave for the purpose of implementing provisions of this Agreement.

C. **Meetings with State.** Whenever any employee is scheduled to participate in conferences or meetings with a representative of the State regarding negotiations or grievance procedures, he shall be granted employee organization leave.

D. **President's Leave.** The State President of SPA shall upon his request be granted 1 or more official leaves of absence without pay. The State and SPA may make arrange-

ments for the continuation of fringe benefit coverage upon reimbursement to the State of all costs.

E. General. Employee organization leave shall be leave with pay and without charge to the employee's other leave credits. Such leave for SPA meetings as provided above shall not exceed 1 day per meeting. SPA recognizes that the use of employee organization leave shall not impair services rendered to the public. The State recognizes that such leave shall not be unreasonably withheld.

ARTICLE XVI

INFORMATION AND DATA

A. The State shall make available to SPA, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiation unit and in possession of the State as are necessary for negotiation and implementation of this Agreement. It is understood that this shall not be construed to require the State to compile information and statistics in the form requested which are not already compiled in that form, unless mutually agreeable.

ARTICLE XVII

PAYROLL DEDUCTION

A. SPA shall have the exclusive right to the payroll deduction of employee organization membership dues for employees and no other employee organization shall be accorded any such membership dues payroll deduction privilege.

ARTICLE XVIII

BOARD OF TRUSTEES MEETINGS

A. The Chancellor will furnish SPA with copies of all proposed changes in Policies affecting terms and conditions of employment prior to action thereon by the Board.

B. The Chancellor will furnish SPA with a copy of the advance agenda of each regular meeting of the Board at least 2 weeks prior thereto. Additionally, the Chancellor will furnish SPA with 10 copies of the minutes of the Board of Trustees meetings, upon publication. The minutes described herein refer to that record of Board meetings which, in the normal course, are contained in bound published volumes.

C. SPA may request to meet with the Chancellor or his designee in order to discuss matters described in Section A which appear on the Board's agenda. Such discussion shall take place prior to the Board meeting. The Chancellor will recommend, where he believes it to be appropriate, that the Board or its representatives meet with SPA for the purpose of discussing such issues. This shall not preclude SPA from directly requesting a meeting with the Board of Trustees or its appropriate committee.

ARTICLE XIX

DIRECT COMPENSATION

A. Salaries

1. The State shall prepare, secure introduction and recommend passage by the Legislature of appropriate legislation in order to provide benefits described in this Article.

a. The basic annual salaries as of June 30, 1971 of incumbents of positions in the professional service of the University shall be increased by 6 percent, adjusted to the next

higher whole dollar amount commencing (1) July 1, 1971 for employees having a calendar year professional obligation, or (2) September 1, 1971 for those employees having an academic year professional obligation, except that certain employees at the State University of New York at Binghamton and at the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted such increase effective July 1, 1971 or July 14, 1971, as the case may be.

b. Present standards permitting, the granting of service increases to employees in unallocated positions shall be continued for the 1971-72 academic year.

c. Nothing contained herein shall prevent the granting by the University, in its discretion, of further upward salary adjustments to individual employees.

B. Reopener for Basic Annual Salary

1. SPA shall have the right to reopen negotiations on or after November 1, 1971 solely to amend this Agreement with respect to changes in employees' basic annual salary as of June 30, 1972, such change, if any, to take effect on July 1, 1972, or July 14, 1972, or September 1, 1972, as described in Section A of this Article and changes in employees' basic annual salary as of June 30, 1973, such changes, if any, to take effect on July 1, 1973, or July 14, 1973, or September 1, 1973, as described in Section A of this Article.

ARTICLE XX

MEDICAL AND DENTAL SALARY REVIEW

A. There shall be a joint State-SPA committee which shall study the adequacy of salary schedules for full-time academic employees having academic rank at the colleges of medicine and dentistry at the University Health Sciences Centers. Four members of the committee shall be appointed by the State and

4 members shall be appointed by SPA. The Joint Committee shall begin its study promptly and shall by November 1, 1971, report its findings to the State-SPA negotiating committees contemplated by Section B of Article XIX (Direct Compensation).

B. Notwithstanding anything contained in Section B of Article XIX (Direct Compensation), SPA may seek during the reopened negotiations contemplated by such Section B, in addition to the subjects permitted by said Section, changes in the basic annual salary in effect on June 30, 1971 for the employees described above. Such changes, if any, shall take effect on July 1, 1971 or on such other date as SPA and the State may agree.

ARTICLE XXI

DENTAL AND HEALTH INSURANCE

A. The State shall, where necessary, prepare, secure introduction and recommend passage by the Legislature of appropriate legislation in order to provide the benefits described in this Article.

B. Effective October 1, 1971, all employees eligible to participate in the Statewide Health Insurance Program, or covered by the special Health Insurance Program available to employees of the former University of Buffalo, may elect to participate in the State Dental Insurance Plan without cost to the employee pursuant to the appropriate rules and regulations of the State Department of Civil Service.

C. In the event that the State grants to other State employees improvements in the Statewide Health Insurance Program or State Dental Insurance Plan pursuant to an agreement reached in collective negotiations pursuant to

Article 14 of the Civil Service Law, such improvements shall be extended to employees covered by this Agreement effective on the date they are extended to such other State employees.

ARTICLE XXII

DEATH BENEFIT GUARANTEED

A. The State shall prepare, secure introduction and recommend passage by the Legislature of appropriate legislation in order to provide the benefits described in this Article effective on the date such legislation becomes effective.

B. The State will provide a minimum guaranteed death benefit to participants in the Optional Retirement Program (TIAA-CREF) comparable to that provided to State employees who are members of the New York State Employees' Retirement System and the New York State Teachers' Retirement System. Specifically, employees electing the Optional Retirement Program (TIAA-CREF), (1) who enter the State University prior to attaining age 60, and (2) who are on the payroll on the effective date of this benefit, and (3) who thereafter die in service with 90 or more days of continuous service immediately preceding death, will be covered for a death benefit equal to 3 times basic annual salary raised to the next multiple of $1,000, but not to exceed $20,000. The provisions of this Section will be applicable to deaths occurring on or after the effective date of this benefit and prior to July 1, 1974.

C. The value of all death benefits provided by a State retirement system, and the value of all State contributions toward the Optional Retirement Program payable as a death benefit, shall be taken into consideration in computing this guaranteed death benefit. This benefit shall be in lieu of any other survivor's benefit provided by the Civil Service Law.

ARTICLE XXIII

PERSONAL RIGHTS AND RESPONSIBILITIES PROTECTED

A. Nothing contained herein shall be construed to deny or restrict to any employee rights and responsibilities he may have under laws of the State of New York and of the United States.

ARTICLE XXIV

INDIVIDUAL APPOINTMENTS

A. No employee shall, as a result of an individual agreement, be denied the terms and conditions contained in this Agreement for which he would otherwise be eligible in accordance with the nature of his appointment.

ARTICLE XXV

LEAVES

A. **Definitions**. Whenever used in this Article:

1. The term "calendar year employee" shall mean any employee having a 12-month professional obligation.

2. The term "academic year employee" shall mean any employee other than a calendar year employee.

B. **Vacation Leave**. Calendar Year Employees

1. Accrual of Vacation Credit. Calendar year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of 1 and ⅔ days a month during each month, or major fraction thereof, of their service within the University. Calendar year employees serving on a part-time basis shall accrue credits for vacation leave on a pro-rata basis.

2. Accumulation. Accumulations of vacation leave credits pursuant to this Section in excess of 40 days shall not

be permitted, provided, however, that any employee eligible to accumulate vacation leave pursuant to this Section shall, upon separation, resignation or retirement or upon a change of the professional obligation from the calendar year to an academic year, be compensated for such leave credits not in excess of 30 days upon such separation, resignation, retirement, or change of obligation, such payment to be computed on the basis of the annual salary otherwise payable. In the case of death while in service, such payment shall be made to the deceased employee's estate or as provided pursuant to the Estates, Powers and Trusts Law.

3. Use of Vacation Leave Credit. Vacation leave shall be taken at such times as may be approved by the Campus President. Each calendar year employee shall submit such reports of vacation leave taken as may be required.

4. Charges. For the purpose of this Section B, no charge to vacation leave shall be made with respect to a day during any period of vacation absences upon which a calendar year employee would not otherwise have been required to work.

C. Vacation Leave: Academic Year Employees

1. Academic Year Employees. No vacation leave shall be granted to any academic year employee in addition to the time during which he is permitted to be absent in any calendar year by reason of the terms of his annual professional obligation. No such employee shall accrue credits for vacation leave.

D. Sick Leave

1. Accruals and Accumulation. Employees other than those on leave without salary pursuant to Sections E and F of this Article, shall accrue credits for sick leave at the rate of 1 and ¾ days a month during each month or major fraction thereof of their service within the University, provided, however, that accumulations of sick leave credits in excess of 165 days pursuant to this paragraph shall not be permitted. Employees serving on a part-time basis shall not accrue sick leave.

2. Other Sick Leave Credit. Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service shall be credited, and shall be used, if required, in accordance with the provisions of this Section D.

3. Authorization by Chief Administrative Officer.

a. The Campus President shall permit employees who are unable to perform their duties because of illness to use any and all sick leave credits which they have accumulated pursuant to this Section.

b. The Campus President may grant employees who are eligible to accrue sick leave credits additional sick leave at full pay, provided, however, that any such additional sick leave, together with any sick leave accumulated and used pursuant to this Section D, shall not exceed a total of 6 months. No additional sick leave pursuant to this paragraph shall be approved until such time as all existing sick leave credits, including such sick leave credits as may have been accumulated pursuant to the attendance rules for the classified service, have been exhausted.

4. Sick Leave Without Salary.

The Campus President may grant an employee sick leave without salary not to exceed 1 year.

5. Authorization by Board of Trustees. The Board of Trustees, after receiving the recommendation of the Chancellor, may grant an employee such sick leave, in addition to that provided by this Section D, if any, as they may deem warranted at full salary or such part thereof as they may determine, or without salary.

6. Charges. For the purpose of this Section D, no charge to sick leave shall be made with respect to a day during any period of absence for sickness during which an employee would not have otherwise been required to work.

7. Substitute Services. During an employee's absence on sick leave, the Campus President shall make appropriate arrangements for carrying on the activities of such college with due regard to the reasonable work load of the other members

of the professional staff and such persons on sick leave shall not be required or permitted to contribute toward the salary of a substitute during their absence.

8. Reporting Sick Leave. Employees shall submit such reports of any sick leave taken as may be required.

E. Maternity Leave

1. Report. An employee who becomes pregnant shall report the existence of her pregnancy to the Campus President as soon as possible, and not later than the fourth month of pregnancy.

2. Leave. The Campus President shall grant such employee, other than an employee having temporary appointment, leave of absence without pay, effective at such date as the Campus President may determine, until 1 year after the birth of the child; provided, however, that such employee may return to service at an earlier date with the approval of the Campus President.

3. Extension. At the request of the employee, and after receiving the recommendation of the Campus President, the Chancellor may grant further extensions of such leave of absence.

4. Sick Leave. Sick leave shall not be granted for maternity purposes.

5. Vacation Leave. An employee granted maternity leave may be permitted to reduce the amount of leave without pay by the use of earned vacation credits, if any, upon approval by the Campus President.

F. Other Leaves.

1. Approval. The Campus President may recommend to the Chancellor other leaves of absence at full salary or reduced salary, or may grant leave of absence without salary for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a faculty

member, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with the needs and interests of the State University. Leaves of absence at full or reduced salary shall be subject to the approval of the Chancellor.

2. Application. Applications for such leaves of absence shall be made to the Campus President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration and its value to the applicant and the University.

G. Disability Leave

1. Disability Leave. Any employee, upon being discontinued from service pursuant to Section 309.7 of Title 8 of Chapter V of The Official Compilation of the Codes, Rules and Regulations of the State of New York, shall, upon request and after exhaustion of all leave accruals available pursuant to this Article, be granted a leave without pay for disability and shall be continued on such leave without pay for disability until such disability ceases, the individual reaches age 65, or until his death, whichever event occurs first.

H. Limitations

1. Term Appointments. Nothing contained in this Article shall be deemed to extend the term of an employee having term appointment, and all leaves of absence shall, in any event, terminate upon the expiration of such term.

ARTICLE XXVI

SABBATICAL LEAVE

A. If the State proposes to change the Policies of the Board of Trustees relating to sabbatical leaves existing on the date of execution of this Agreement, notice of such proposed change shall be given to SPA and SPA shall thereupon have the right to reopen negotiations limited solely to the subject of sabbatical leave.

ARTICLE XXVII

HOLIDAYS

A. A calendar year employee required to work on a day prescribed by law for the observance of New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Election Day, Thanksgiving Day or Christmas Day shall be granted an equivalent day off to be scheduled at times mutually convenient to the employee and the University.

ARTICLE XXVIII

TRANSFER RIGHTS

A. Employees who desire to transfer to vacancies in other colleges within the University shall be given consideration for such vacancies.

B. The University will use its best efforts to notify SPA of vacancies which exist among academic and professional positions.

C. No employee shall be transferred to another college within the University without his consent.

D. Employees whose services are satisfactory, but whose services are terminated because of change in program, lack of promotional opportunity or otherwise through no fault of their own, and who desire to transfer to other colleges within the University shall be given special consideration for appointment to appropriate available positions in such other colleges.

E. No employee shall, because of transfer, lose rights as defined by this Agreement.

ARTICLE XXIX

NOTICE OF NON-RENEWAL

A. Written notice that a term appointment is not to be renewed upon expiration is to be given to the employee by the Campus President or his representative as soon as possible and not less than:

1. Three months prior to the end of a term expiring at the end of such employee's first year of service within the University, but not later than March 1 for terms ending in June or August;

2. Six months prior to the end of a term expiring at the end of such employee's second year of service within the University, but not later than December 15 for terms ending in June or August; and

3. Twelve months prior to the expiration of such an appointment after 2 or more years of service within the University.

ARTICLE XXX

NATIONAL AND STATE PROFESSIONAL MEETINGS

A. The State and SPA recognize the importance of attendance at national and state professional meetings to professional growth and development and, accordingly, departments are encouraged to make funds available for attendance at such meetings.

ARTICLE XXXI

JURY DUTY

A. Employees who are required to serve on a jury, or are required to report to court in person in response to a jury duty summons, or are required to report for jury examination, or to

qualify for jury duty, shall receive their regular salary during such absences.

ARTICLE XXXII

PERSONNEL FILES

A. Each college shall maintain an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and evaluation reports prepared by the college.

B. The employee shall have the right to examine his official personnel file at any time during normal business hours and to file a statement in response to any item placed in his file, provided, however, any letters of recommendation solicited in connection with his employment shall not be available to that employee or his representative.

C. A designated member of SPA, having written authorization from the employee concerned, and in the presence of a representative of the University, may examine the official personnel file of that employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written charge or charges preferred against the employee by the University.

D. Copies of materials in an employee's official personnel file shall be permitted for official University purposes, for use at formal proceedings or grievance reviews or for the express use of the individual employee, but shall not be permitted for any other purpose.

E. Unless prohibited by law, an employee shall be notified of any requests for access to his official file other than related to official University purposes.

ARTICLE XXXIII

DEVELOPMENT OF AN EVALUATION SYSTEM FOR PROFESSIONALS

A. There shall be a joint State-SPA committee of 12 persons which shall study and make recommendations with respect to a system for the evaluation of professionals. Such study and recommendations shall include the effect such evaluation should have on reappointment of professionals and, if appropriate, recommendation of a plan for providing for long term security. Six members of the committee shall be appointed by the State and 6 shall be appointed by the SPA Executive Committee.

B. The committee shall report its findings and recommendations to the State and the SPA Executive Committee no later than January 15, 1972.

C. Recommendations of the committee which are accepted by the State and the SPA Executive Committee shall be implemented by February 1, 1972 or as soon thereafter as may be feasible.

D. Recommendations of the committee which are not acceptable to the State or the SPA Executive Committee may at the option of the State or SPA Executive Committee be the subject of reopened negotiations, provided that the party wishing such reopened negotiations shall give notice on or before March 1, 1972.

E. The provisions of this Article and the actions pursuant thereto shall not constitute a waiver by either party of its right to assert at any time hereafter that any of the issues involved may or may not be legally insisted upon during collective negotiations.

ARTICLE XXXIV

DEVELOPMENT OF A CAREER PROMOTIONAL PLAN FOR PROFESSIONALS

A. There shall be a joint State-SPA committee of 12 persons which shall study and make recommendations with respect to a system for the promotion of professionals. Six members of the committee shall be appointed by the State and 6 shall be appointed by the SPA Executive Committee.

B. The committee shall report its findings and recommendations to the State and the SPA Executive Committee no later than February 15, 1972.

C. Recommendations of the committee which are accepted by the State and the SPA Executive Committee shall be implemented by March 15, 1972 or as soon thereafter as may be feasible.

D. Recommendations of the committee which are not acceptable to the State or the SPA Executive Committee may at the option of the State or SPA Executive Committee be the subject of reopened negotiations, provided that the party wishing such reopened negotiations shall give notice on or before April 15, 1972.

E. The provisions of this Article and the actions pursuant thereto shall not constitute a waiver by either party of its right to assert at any time hereafter that any of the issues involved may or may not be legally insisted upon during collective negotiations.

ARTICLE XXXV

TERMINATION FOR CAUSE

A. The services of employees during their term or continuing appointments may be terminated at any time for cause, which shall consist of inadequate performance of duties, incompetence or misconduct after such notice and opportunity to be heard as hereinafter provided. Nothing herein shall prohibit the imposing of a lesser penalty as hereinafter authorized.

B. When the Campus President has information or receives a complaint against an employee subject to these provisions containing allegations which, if true, might serve as grounds for discipline, and he deems such information or complaint to be substantial, he shall discuss it with the person concerned and shall make such further investigation as he deems appropriate. If he believes that charges should be brought against such person, he shall forward such information to the Chancellor together with his recommendation. If the Chancellor determines, after making such further investigation as he deems appropriate, that further action is warranted, he shall cause to be served upon the person concerned a written statement of the charges against him.

C. Two University Standing Committees on Termination shall be established, one to consider matters presented pursuant to this procedure involving persons holding academic rank, and the other to consider matters presented pursuant to this procedure involving all other persons subject to these provisions. The members of one Committee shall consist of academic employees and the members of the other Committee shall consist of professional employees. Members of both Committees shall be appointed by the Chancellor upon mutual approval of such appointees by the University and SPA. In the event an employee subject to this procedure concurrently enjoys academic rank while serving in a position other than a position of academic rank, he shall be subject to these procedures. The two Standing Committees on Termination shall both have jurisdiction with respect to those matters otherwise subject to their jurisdiction and may consider the

charges as a Joint Standing Committee or may act independently as may be required or appropriate.

D. Final action shall not be taken on such charges until after the expiration of 30 days from the date of service of such notice upon the employee charged, during which time he, or SPA on his behalf, may make a written request to the Chancellor for a hearing before the appropriate University Standing Committee on Termination. If such a request is made, the employee shall be given a hearing as hereinafter provided. If a request is not made for a hearing, the Chancellor may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Board of Trustees as hereinafter provided.

E. No member of the Committee on Termination shall serve in a case involving a member of the staff of a college of which he is a member. At the hearing, the employee charged shall be entitled to be present, to be represented by SPA or a person of his own choice as he may determine, to present witnesses in his own behalf and to confront and question witnesses against him. All testimony at such hearing shall be under oath. A stenographic record shall be taken of such hearing.

F. The failure of an employee against whom charges have been preferred to appear before, or cooperate with, the appropriate Committee on Termination, or the Chancellor in the event no hearing is held, or to give testimony during any hearing held pursuant to this procedure, shall not prevent such Committee or the Chancellor, as the case may be, from making findings of fact, determining guilt or innocence and making recommendations based on the evidence and testimony presented during any investigation or hearing, as the case may be, held pursuant to this procedure.

G. In the event the appropriate Committee on Termination finds the employee innocent of the charges presented against him, it shall so report to the Chancellor and such charges shall be dismissed.

H. In the event the employee against whom charges have been preferred is found guilty by the Committee on Termination hearing the matter, the Chancellor shall recommend the penalty recommended by the Committee, or such lesser penalty as he deems appropriate in the interests of justice.

I. In the event the employee against whom charges have been preferred is found guilty by the Committee on Termination hearing the matter, or by the Chancellor in the event no hearing is held, the Board of Trustees shall impose the penalty recommended by said Committee, or by the Chancellor, as the case may be, or such lesser penalty as it may deem appropriate in the interests of justice. There shall be no right of appeal from such action of the Board of Trustees.

J. If the person fails to request or attend a hearing of the Committee, the Board of Trustees may, after receiving the recommendation of the Chancellor, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.

K. When, in the opinion of the Chancellor, there is a clear and present danger to the University, its employees, its students, or the public, a person upon whom charges have been served may be suspended by the Chancellor, with or without salary, pending final action upon such charges by the Board of Trustees. If a person against whom charges have been served is suspended without salary and subsequently is reinstated to his position by action of the Board of Trustees, he shall be paid the salary which he otherwise would have received during the period of such suspension.

ARTICLE XXXVI

MEDICAL ASSISTANCE

A. It is agreed that in the event of a medical emergency resulting from an injury to an employee on the campus, the injured employee shall be given emergency first aid by a qualified staff nurse during the normal working hours of the nurse.

ARTICLE XXXVII

RETRENCHMENT

A. Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

1. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department or program, as appropriate.

2. Under normal circumstances, and consistent with the educational mission of the Department or program affected, termination shall first take place as follows:

a. Among the part-time employees in the department or program before full-time employees are terminated.

b. Among full-time employees holding academic rank, such termination shall be made from those holding temporary appointments before the termination of employees holding term appointments, and from those holding term appointments before the termination of employees holding continuing appointments. Such removal shall be made in the inverse order of appointment within each such group.

c. Among full-time professional employees, such termination shall be made in the inverse order of original appointment, provided, however, such removal shall be made from among employees having temporary appointments before the removal of employees having term appointments.

3. The State will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide the following notice of termination:

a. For those holding a term appointment, at least 4 months.

b. For those holding a continuing appointment, at least 1 semester.

4. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the college for a period of 2 years, and must accept such offer within 15 days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The University shall make every effort to place an incumbent so separated within the University, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

5. The original appointment shall mean the date of first appointment to University service, followed by continuous and uninterrupted service within the University up to the time of reduction and abolishment of positions. Authorized leave of absence at full salary and reduced salary or without salary shall not be deemed an interruption of service with the University. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the college, and indicate the date he believes to be correct.

ARTICLE XXXVIII

HEALTH SCIENCES CENTERS

A. There shall be a standing joint State-SPA committee composed of not more than 8 members appointed by the State and not more than 8 members appointed by SPA to consider and make recommendations with respect to aspects of the medical program and its implementation at the Health Sciences Centers, such as health sciences education, facilities,

faculty, supportive staff, equipment, patient care and other problems peculiar to the Health Sciences Centers.

B. The State chairman shall be responsible for convening meetings at convenient times and places and shall transmit the sense of the deliberations to the Chancellor.

C. The Committee shall from time to time issue jointly agreed upon recommendations not inconsistent with this Agreement. Those recommendations which are to be considered for inclusion in the University's 1972-3 budget will be issued on or before October 1, 1971.

D. SPA shall have the right to reopen negotiations for the purpose of amending this Agreement solely with respect to the recommendations of such joint committee which have not been implemented; provided that notice of intent to reopen negotiations with respect thereto shall be given by SPA to the State between May 15 and June 15, 1972.

E. The provisions of this Article and the actions pursuant thereto shall not constitute a waiver by either party of its right to assert at any time hereafter that any of the issues involved may or may not be legally insisted upon during collective negotiations.

ARTICLE XXXIX

LOCAL CAMPUS PARTICIPATION

A. Each academic department of the institution shall deliberate and formulate its own policies and decisions in accordance with basic democratic procedures of open discussion operating both formally and informally on propositions such as course offerings, curriculum matters, allocation of approved budgets, personnel issues and periodic appraisal of goals and objectives.

B. Procedures for the resolution of local issues affecting professional employees shall include, to the maximum extent possible, participation by professional employees.

C. The Campus President or his designee and representatives of SPA or the appropriate SPA chapter shall meet at mutually convenient times and places on a regular basis to discuss local issues of mutual concern or interest. The general purposes of such meetings are to identify and resolve, if possible, problems of mutual concern and to maintain free communications between the campus administration and SPA representatives.

D. There shall be a joint committee on each campus composed of 4 persons, 2 appointed by the Campus President and 2 by SPA, which shall meet at mutually convenient times to discuss and recommend to the Campus President necessary and desirable changes in physical facilities reasonably available to employees to permit them to carry out their professional responsibilities.

E. Section 209 of the Civil Service Law (The Taylor Law) shall not be applicable to consultations pursuant to this Article and understandings resulting from such consultations shall not be considered agreements pursuant to Article 14 of the Civil Service Law and shall be consistent with this Agreement and the authority of the University official with whom the understanding was reached. Such consultations shall not be used for the resolution of grievances which should be resolved pursuant to Article VIII (Grievance Procedure) of this Agreement nor shall such consultations be used for the discussion of subjects assigned pursuant to this Agreement to a joint State-SPA committee.

ARTICLE XL

MAIL DISTRIBUTION

A. SPA shall have the right to use the campus mail service and mail boxes with respect to employees who, in the ordinary course of their professional employment, receive mail at the campus. Methods for implementation of this provision may vary from campus to campus as mutually agreed by the parties.

ARTICLE XLI

BULLETIN BOARDS

A. SPA shall be permitted to post notices of its activities and matters of SPA concern on 1 bulletin board in each department. The parties recognize that State property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization or faction thereof. Any material to which the State objects shall be removed and SPA may contest such removal pursuant to the contract grievance procedure provided for herein.

ARTICLE XLII

CAMPUS FACULTY HANDBOOK

A. All employees at a campus shall be supplied with copies of the then current Campus Faculty Handbook.

B. All University policies, procedures and rules not covered in the Faculty Handbook or this Agreement having relevance to the members of the negotiating unit shall be conveniently available in the library of each campus.

ARTICLE XLIII

AGENCY SHOP

A. In the event that legislation is enacted which permits public employers and employee organizations to enter into collective negotiation agreements providing for employee organization security of a type commonly known as "agency shop" or in the event the New York Court of Appeals removes the legal impediments to such form of employee organization security and in the event a substantially sized political subdivision of the State of New York enters into such an agreement, then SPA shall have the right to reopen contract negotiations with the State solely to seek agreement upon an agency shop provision permissible in accordance with law. All other provisions of this Agreement will remain in full force and effect during the course of any such reopened negotiations.

ARTICLE XLIV

SAVINGS CLAUSE

A. In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by a final decision of a tribunal of competent jurisdiction or shall be in conflict with a national policy of wages and prices, or shall have the effect of a loss to the State of funds or property or services made available through Federal law then such specific article, section or portion specified in such decision or which is in such conflict or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event either party shall have the right to immediately reopen negotiations with respect to the article, section or portion of this Agreement involved. The parties agree to use their best efforts to avoid any situation which might threaten such loss, and to contest any action which might result in such a loss to the State.

ARTICLE XLV

COPIES OF AGREEMENT

A. Within a reasonable time after this Agreement is signed, copies of this Agreement shall be printed at the expense of the State and supplied to all employees. The State will also supply to SPA, free of charge, 2,000 copies of the Agreement.

ARTICLE XLVI

MANAGEMENT RIGHTS

A. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it.

ARTICLE XLVII

CONCLUSION OF COLLECTIVE NEGOTIATIONS

A. This Agreement is the entire agreement between the State and SPA, terminates all prior agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations.

ARTICLE XLVIII

LEGISLATIVE ACTION

A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XLIX

DURATION

A. This Agreement shall be effective for the period from July 1, 1971 to June 30, 1974.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, the day and year first above written.

STATE OF NEW YORK

Abe Lavine
Director of Employee Relations

SENATE PROFESSIONAL ASSOCIATION

Robert B. Granger
President

Philip A. Encinio
Executive Secretary

Barbara McCaffery
Negotiating Team
State University College at Geneseo

Dr. Maurice Sandler
Negotiating Team
Upstate Medical Center

Richard Glasheen
Negotiating Team
State University of N.Y. at Stony Brook

Willard Mlott
Negotiating Team
Maritime College

Robert Fisk
Negotiating Team
State University of N.Y. at Buffalo

Bruce MacDonald
Director of Higher Education
New York State Teachers' Association

Charles Santelli
Assistant Director of Studies
New York State Teachers' Association

Ralph Flynn
National Education Association

APPENDIX A

Public Employment Relations Board

IN THE MATTER OF :

STATE OF NEW YORK (STATE UNIVERSITY OF NEW YORK), :

Employer, :

and :

STATE UNIVERSITY FEDERATION OF TEACHERS, LOCAL 1733, AFT, AFL-CIO, :

Petitioner, :

and :

STATE UNIVERSITY FEDERATION OF TEACHERS, LOCAL 1655, AFT, AFL-CIO, :

Petitioner, :

and :

STATE UNIVERSITY FEDERATION OF TEACHERS, LOCAL 1669, AFT, AFL-CIO, :

Petitioner, :

and :

STATE UNIVERSITY FEDERATION OF TEACHERS, LOCAL 1679, AFT, AFL-CIO, :

Petitioner, :

and :

DELHI TECH. FEDERATION OF TEACHERS, LOCAL 1736, AFT, AFL-CIO, :

Petitioner, :

and :

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., :

Intervenor, :

and :

COUNCIL OF AFFILIATED CHAPTERS OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS IN THE STATE UNIVERSITY OF NEW YORK, :

Intervenor, :

and :

SENATE PROFESSIONAL ASSOCIATION, :

Intervenor. :

CASE NOS.
C-0253
C-0260
C-0262
C-0263
C-0264
C-0351

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that SENATE PROFESSIONAL ASSOCIATION has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their representative for the purpose of collective negotiations and the settlement of grievances.

UNIT

Included: All academic and non-academic professional employees.

Excluded: Managerial employees as set forth in Appendix A attached hereto; graduate assistant, graduate teaching assistant, teaching assistant, intern, admissions intern, counseling intern, hospital administrative intern, library intern, library trainee, assistant in instructional services, and all professional employees at the College of Ceramics at Alfred University and the four contract colleges at Cornell.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with SENATE PROFESSIONAL ASSOCIATION and enter into a written agreement with such employee organization with regard to terms and

conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 28th day of January 1971.

On behalf of the
Public Employment Relations Board

Robert D. Helsby, Chairman
Joseph R. Crowley
George H. Fowler

APPENDIX A

Administrative Officer
Assistant to President
Assistant Vice President
Assistant Vice President and Controller
Assistant Vice President for Research
Associate for Academic Personnel
Associate Counsel
Assistant to the President – Community Relations
Assistant Vice President for Academic Affairs
Assistant Vice President – Business Affairs
Assistant Vice President – Personnel Affairs
Assistant to Executive Vice President
Assistant to the Chancellor
Assistant Vice Chancellor – Educational Communications
Assistant Vice President for Facilities Planning
Assistant Vice Chancellor – Facilities Programming
Captain
Chancellor, State University of New York
Classification Director
Dean
Dean for Administration
Dean for Business Studies
Dean for Education
Dean for Graduate Studies and Research
Dean for Graduate Studies
Dean for Library Science
Dean for Social Welfare
Dean for Teacher Education
Dean of Applied Science and Technology
Dean of Arts and Sciences
Dean of Graduate School
Dean of Nursing
Dean of Physical Sciences
Dean of Professional Studies
Dean of Students
Dean of the Medical Faculty
Dean of Theater Arts
Dean of University College
Dean of Visual Arts
Dean of Students and Director of Field Studies
Dean – Evening College
Director of Physical Plant
Director of Business Affairs
Director of University Budgets
Director – Administrative Service

Executive Vice President
Hospital Director
Personnel Associate
Personnel Director
President – The Medical Center and Dean of the College of Medicine
President
Provost
Public Relations Officer
State University Architect
State University Counsel
University Dean
Vice Chancellor for Business Affairs
Vice Chancellor for Personnel
Vice Chancellor for Educational Communications
Vice Chancellor for Long Range Planning
Vice Chancellor for University-Wide Activities
Vice Chancellor for University Relations
Vice Chancellor for Finance and Management
Vice President for Operations and Systems
Vice President for Graduate Studies and Research
Vice Chancellor for Administration
Vice Chancellor of the University
Vice President for University Relations
Vice President
Vice President – Academic Affairs
Vice President – Administration
Vice President – Business Affairs
Vice President – Health Affairs
Vice President – Hospital Affairs
Vice President – Research
Vice President – Student Affairs